

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Seminole County Health Department Renovation Services Agreement

**DEPARTMENT:** Administrative Services

**DIVISION:** Facilities Maintenance

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Stephanie Kobrin, Scott Werley

**EXT:** 5252, 5792

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute an agreement with the Seminole County Health Department for renovation services. Total project amount is \$950,000.00 to be reimbursed by the State.

County-wide

Frank Raymond

**BACKGROUND:**

Seminole County currently provides facility space to the Seminole County (SC) Health Department located at 400 W. Airport Boulevard for its daily operations. The SC Health Department desires expansion and renovation of its dental, immunizations, environmental health and epidemiology areas, and other improvements such as: fire alarm, security, electrical assessment, parking areas and main building sign.

The amount for the renovation is \$950,000. The SC Health Department is requesting to use the County's procurement and awarding procedures as allowed by the State law for this project. The State agrees to reimburse all of the County's costs related to the project as identified in the attached agreement.

A corresponding budget item on this agenda.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with the Seminole County Health Department for renovation services. Total project amount is \$950,000.00 to be reimbursed by the State.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

☐ County Attorney Review ( Ann Colby )

**SEMINOLE COUNTY HEALTH DEPARTMENT  
RENOVATION SERVICE AGREEMENT  
PHASE II CONSTRUCTION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **SEMINOLE COUNTY HEALTH DEPARTMENT**, an agency of the State of Florida, whose address is 400 West Airport Boulevard, Sanford, Florida 32773, hereinafter called "HEALTH DEPARTMENT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY currently provides facility space to HEALTH DEPARTMENT for its operation in Seminole County; and

**WHEREAS**, HEALTH DEPARTMENT desires additional remodeling and renovation of its current space to provide for an additional examination room, offices, reception area, and storage areas for dental, immunization, environmental health and epidemiology programs, and other improvements such as: fire alarm, security, electrical assessment, parking areas, and main building sign; and

**WHEREAS**, COUNTY is willing to provide said remodeling and renovation services insofar as the allocated funds allow,

**NOW THEREFORE**, in consideration of the mutual understandings and covenants set for the herein, COUNTY and HEALTH DEPARTMENT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby agree to furnish services and perform those tasks as further described in the Scope of

Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A to the extent such services are covered by the fixed fee as described below.

**SECTION 2. TIME FOR COMPLETION.** The services to be rendered by COUNTY shall commence upon execution of this Agreement by the parties and shall be completed no later than 12 months from date of execution of this Agreement.

**SECTION 3. COMPENSATION AND PAYMENT.**

(a) HEALTH DEPARTMENT agrees to compensate **COUNTY** for services called for under this Agreement a fee not to exceed the amount of NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$950, 000.00).

(b) Payments shall be made to COUNTY when requested as work progresses for services furnished, but not more than once monthly. COUNTY may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of COUNTY's invoice, HEALTH DEPARTMENT shall, within ten (10) days of receipt of the invoice, pay COUNTY the approved amount.

(c) Services to be provided by the County pursuant to this Agreement shall be performed only until the not-to-exceed amount is reached, at which time the County's obligation to perform and/or complete the Scope of Services shall cease.

**SECTION 4. BILLING AND PAYMENT.**

(a) COUNTY shall render to HEALTH DEPARTMENT at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

(1) A complete and accurate record of services performed by COUNTY and/or its subcontractors for all services performed during that month and for which HEALTH DEPARTMENT is being billed; and

(2) A description of the services rendered in (1) above with sufficient detail to identify the exact nature of the work performed; and

(3) Copies of all invoices received by COUNTY for all work performed on the expansion and renovation by third parties/subcontractors; and

(4) Such other information as may be required by this Agreement or requested by the parties from time to time.

The original invoice and one (1) copy shall be sent to:

Seminole County Health Department  
400 West Airport Boulevard  
Sanford, Florida 32773



(b) Payment shall be made after review and approval by HEALTH DEPARTMENT within ten (10) days of receipt of a proper invoice from COUNTY.

**SECTION 5. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for one year.

**SECTION 6. TERMINATION.**

(a) Either party may, by sixty (60) days written notice to the other party, terminate this Agreement, in whole or in part, at any time, either for convenience or because of the failure of either party to fulfill its Agreement obligations.

(b) If the termination is for the convenience of HEALTH DEPARTMENT, COUNTY shall be paid compensation for services performed

to the date of termination.

**SECTION 7. EQUAL OPPORTUNITY EMPLOYMENT.** COUNTY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 8. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 9. SUBCONTRACTORS.** In the event COUNTY, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, COUNTY shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 10. INDEMNITY.**

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and HEALTH DEPARTMENT beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision by either party shall not constitute the further waiver of said provision or the waiver of any other provision.


**SECTION 11. REPRESENTATIVE OF COUNTY AND HEALTH DEPARTMENT.** It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The parties shall designate in writing and shall advise each other in writing of one or more employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative for each party shall have the authority to transmit instructions, receive information, and interpret and define policy and decisions pertinent to the work covered by this Agreement.

**SECTION 12. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements

whether oral or written.

**SECTION 13. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 14. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting either party, including that party's officers, employees, and agents, as an agent, representative, or employee of the other party for any purpose or in any manner whatsoever.

**SECTION 15. PUBLIC RECORDS  LAW.** The parties acknowledge their obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request.

**SECTION 16. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Administrative Services  
200 W. County Home Road  
Sanford, FL 32773

**For HEALTH DEPARTMENT:**

Seminole County Health Department  
400 W. Airport Boulevard  
Sanford, FL 32773

**SECTION 17. RIGHTS AT LAW RETAINED.** The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

**SECTION 18. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted.



**(Signature Page Follows)**



IN WITNESS WHEREOF, the parties hereto have made and executed  
this Agreement for the purposes stated herein.

ATTEST:

SEMINOLE COUNTY HEALTH DEPARTMENT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
MICHAEL J. NAPIER, Administrator

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

For the use and reliance  
of Seminole County only.

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/lpk/sjs  
2/13/08, 3/31/08 6/6/08, 7/10/08  
P:\Users\Legal Secretary CSB\Administrative Services\Health Department Phase II Agreement.doc

Attachment:

Exhibit A - Scope of Services

## EXHIBIT A

### SCOPE OF SERVICES

#### SEMINOLE COUNTY HEALTH DEPARTMENT RENOVATION PHASE II CONSTRUCTION

The scope of work includes the following:

- A. Interior renovation of 8,000 sf of office space within the existing Seminole County Health Department at 400 W. Airport Blvd, Sanford. This will re-organize the existing space into a much more efficient and patient friendly environment for each of the following departments:
  - 1. Dental area. This area is currently undersized for the number of staff (7) and patients (avg of 30 a day served). The goal is to re-organize the reception area to allow all the administrative staff to work together within one (1) space. It is also the intent to design an office for the dentist, additional storage for patient records, and add one (1) room for a dental chair (bringing the total dental chairs to four[4]).
  - 2. Immunization area. This area is currently undersized for the staff (8) and patients (avg of 80 a day) served. The goal is to re-organize and enlarge the reception area (it is currently half the size required) to incorporate separate check-in and check-out desk areas. The current number of exam rooms (3) needs to be increased to six (6).
  - 3. Environmental Health area. This area has a staff of 4 in-house, and 9 in the field. The current area needs to be re-organized to allow a more efficient use of the space for staff, records storage, and customer waiting area.
  - 4. The Epidemiology (EPI) Program is relocating to a different area within the building. Renovation of the area they will be occupying will need to be accomplished along with the creation of private office space.
  - 5. The Pharmacy closed effective May 1, 2008. The area currently occupied by the pharmacy is 494 sf and will need to be renovated, and reconfigured for work and storage space.
  - 6. Due to DCF staffing cutbacks and changes to their areas of responsibility, County Health Departments are being encouraged to add computer space for potential Medicaid clients to self register. To accomplish this requirement, one interior wall needs to be moved approximately 2 feet, and a wall with a door added to create a private office.
  - 7. Upgrade the fire suppression system to add sprinklers in the electrical room by Environmental Health, as previously required by the Fire Marshall.

- B. Replacement of the building's fire alarm devices and wiring not replaced in the Phase I renovation (STD Clinic). Phase I renovation included a new fire alarm panel (as requested by the County's Fire Marshall), new wiring and new devices. This project will incorporate new devices and wiring from the rest of the building into the new fire alarm panel.
- C. Implementing security improvements as recommended by the Seminole County Sheriff in their January 2008 security assessment of the building. The Sheriff's Office performed a facility security assessment and made recommendations to improve the security of the building's personnel (160) and the public. The recommended improvements are:
1. Install outdoor vandal proof cameras to cover all parking areas and fence perimeter.
  2. Install additional lighting along the fence perimeter.
  3. Repair fence separating the Health Department property from the Millennium Middle School to the north, and to the apartment complex to the west. Repairs are needed on app 20 feet on the north, and app 20 feet on the west.
  4. Trim all the landscaping adjacent tot the fence perimeter (1216 lineal feet), to prevent hiding, unwanted activity, and loitering.
  5. Install "No Trespassing, Violators Will be Prosecuted" signs on the entire fence perimeter.
  6. Install a sliding gate with employee ID card access, at the entrance to the west parking lot. This lot is designated for employee parking only, and is the source of the majority of foot traffic that enters the property. Also install highly visible signs on the gate "Authorized Personnel Only".
  7. Remove the pedestrian gate on the fence between the Health Department and the Millennium Middle School. Remove the bushes along this portion of fence and replace them with ground cover such as Juniper which is thorny and will discourage foot traffic over the fence.
  8. Modify the 2 outside air vents for the air handlers in the new section, to prevent someone from introducing any unwanted gas into the building. These 2 vents are located on the wall of the mechanical room, at ground level, and easily accessible to foot traffic.
  9. Install informational signage at the main lobby, to direct the patients to the different departments. This will prevent people wandering through the building.
  10. Install a camera at the main lobby's reception and waiting area, with full facial area coverage.
  11. Install panic alarms in each desk of the receptionist, and reception attendants.
  12. Install door closers at each of the medical secured records entrance areas. These closers shall close and lock the door when an employee enters the area.

13. Install 2 access control doors with card readers, one on the southeast corridor, another on the northeast corridor. These doors will limit the access to employees only, to the following areas: Administration, Human Resources, Billing, and IT. The existing conditions let the public to walk into any of the above areas, without being escorted or authorized.
  14. Install a card reader to record and control access to the IT computer room.
  15. Install panic alarm buttons, and CCTV cameras at the HIV and TB clinic areas. These are sensitive areas due to the news that is delivered to clients that have been diagnosed with HIV or TB.
  16. Install 2 access control doors with card readers, on both corridors, leading to the WIC and Healthy start offices, to close access to client foot traffic. Many of these clients are victims of domestic violence.
  17. Install an access control card reader at the entrance to the supply room. This will electronically log employees accessing this area, reducing or eliminating inventory shrinkage.
- D. Performing an assessment and engineering recommendation of the electrical system of the building, by an engineering consultant, to determine the system's available capacity for existing and future growth. The addition of computer servers and terminals, as well as other new medical technology items has imposed additional electrical loads on the electrical system. An engineering assessment and recommendations will provide data and timelines to budget money for electrical system upgrades.
- E. Repair, seal coating & re-striping of the asphalt driveways & parking areas. The existing driveway and parking areas are showing signs of wear, in the form of cracks and minor depressions that create water ponding. Water ponding will create a faster deterioration of the asphalt. To prevent future major damage and greater repair cost, these repairs, seal coating, and striping shall be done now.
- F. Replacement of the sign by the building entrance at Airport Boulevard. The Health Department desires to install a sign that has capacity for variable informational messages, such as vaccination dates, special services, and services after disasters.

The above work items may be performed by more than one contractor.